



**DISTRICT  
F A S  
STANDARD CONTRACT**

**FOR DISTRICT USE ON**

X	New	Vendor Code			Dept.		Contract Number		
	Change	CBICON868		SC		A			
	Cancel								
District							Contractor's License No.		
CSA 70,IMPROVEMENT ZONE L							465272		
District Contract Representative					Phone		Amount of Contract		
GARY MARTIN					387-5964		\$348,648		
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC / PROJ Number			
CVU	170	170	410	4010		970029			
Project Name				Estimated Payment Total by Fiscal Year					
1MG TANK				FY	Amount	I/D	FY	Amount	I/D
				99/00	\$348,648				
RESERVOIR 2A									

THIS CONTRACT is entered into in the State of California by and between **COUNTY SERVICE AREA 70, IMPROVEMENT ZONE L**, hereinafter called the **DISTRICT**, and

Name

**CB & I CONSTRUCTION, INC.**

hereinafter called : **CONTRACTOR**

Address

21660 EAST COPLEY DRIVE, SUITE 250  
DIAMOND BAR, CA 91765

Phone

Fax

909/860-7114

Federal ID No. or Social Security No.

36-3046868

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

I.

The complete contract includes all of the Contract Documents, to wit:

- A. Advertisement For Bids (Project No.), dated DECEMBER 8, 1999.
- B. Bidder's proposal, dated JANUARY 21,2000.
- C. Bid Documents entitled "1MG TANK, PIPING AND ELECTRICAL".
- D. Drawings, entitled "RESERVOIR 2A , I MILLION GALLON TANK".
- E. Certified copy of the Record of Action of the Board of Supervisors, County of San Bernardino.

and they are included in their entirety as a part of this Contract by reference thereto.

II.

The Contractor agrees to perform certain work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of:

BASE BID .....\$348,628

### III.

Contractor will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to the District.

### IV.

Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County, the District, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the District or County on account of any claim therefore, except where such indemnification is prohibited by law.

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of workers' compensation Insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
- **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies, except for the Workers Compensation, shall contain additional endorsements naming the County, the District, and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, the District, and their officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County or District.

Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department; and Contractor shall maintain such insurance from time Contractor commences performance of services hereunder until the completion of such services.

Within thirty (30) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the District and County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District or County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District or County, inflation, or any other item reasonably related to the District's or County's risks.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

V.

The District agrees to pay, and the Contractor agrees to accept in full payment for the work outlined in the Contract Documents, the sum of THREE HUNDRED AND FORTY EIGHT THOUSAND, SIX HUNDRED AND TWENTY EIGHT Dollars (\$348,628) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the Board of Supervisors, at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.

VI.

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed from the District to proceed with the work and shall complete it within ONE HUNDRED (100) calendar days.

VII.

The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, he will be required to secure the payment of compensation to his employees.

VIII.

The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.

IX.

The Contractor hereby agrees to reimburse the District for costs incurred by the awarding authority in the substitution of subcontractors.

Where a hearing held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of all costs incurred by the District for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed.

The statement shall then be sent to the general contractor, who shall reimburse the District for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the general contractor prior to acceptance of the project.

X.

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Pursuant to the provisions of Government Code Section 53069.85 in case all the work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the proposal, the Contractor shall forfeit and pay to the owner a specified sum of money, to be deducted from any payments due or to become due to the Contractor. The sum of money shall be \$500 per calendar day in excess of the Contract calendar days.

XI.

Attorney's Fees and Costs - If any legal action is instituted to enforce or declare any party's rights hereunder, each party including the prevailing party, must bear its own costs and attorney's fees except as otherwise provided by law. This paragraph shall not apply to those costs and attorney's fees arising directly from any third party legal action against a party hereto and payable under article IV, Indemnification.

XII.

Jury Trial Waiver - Contractor and District hereby waive their respective right to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against District, or District against Contractor, on any matter whatsoever arising out of, or in anyway connected with, this Agreement, the relationship of Contractor and District, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect after those procedures provided for in the Public Contract Code Sections 20104, 20104.2 and 20104.4 have been exhausted.

XIII.

Contractor Warranty of Adherence to Child Support Compliance Program - Contractor acknowledges that District has established a goal of ensuring that all individuals who benefit financially from District through contract are in compliance with their court-ordered child, family and spousal support

obligations in order to mitigate the economic burden otherwise imposed upon the County of San Bernardino and its taxpayers. As required by District's Child Support Compliance Program (County of San Bernardino Code Section 110.0101 et seq.) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings

Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Contractor hereby certifies that it has submitted to the District a completed Principal Owner Information (POI Form) and Child Support Compliance Program Certification (CSCP Certification).

Termination for Breach of Warranty to Maintain Compliance with District Child Support Compliance Program - Failure of Contractor to maintain compliance with the requirements set forth in the preceding paragraph shall constitute a default by the Contractor under this contract.

#### XIV.

This contract is delivered by CB & I CONTRACTORS, INC., Contractor, to District for acceptance by its Governing Board at San Bernardino, California, and is deemed to have been entered into at San Bernardino.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino, acting as the governing board of the District, has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

#### /DISTRICT

#### CONTRACTOR

► \_\_\_\_\_  
Jon D. Mikels, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By: \_\_\_\_\_  
Deputy

► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name: \_\_\_\_\_  
(Print or type name of person signing contract)

Title: \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form

► \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

► \_\_\_\_\_  
Designee

Date \_\_\_\_\_

Reviewed for Processing

► \_\_\_\_\_  
Agency Administrator

Date \_\_\_\_\_